MODEL STATEMENT OF WORK FOR
REMEDIAL INVESTIGATION/FEASIBILITY STUDY OVERSIGHT (RS)
__Anaconda Aluminun__ **[Site]**, ___Flathead__ **[County]**, _____MT_____ **[State]**
___9/27/16_____ **[Date]**

Contract No: EP-W-006-006
Work Assignment: 358

Introduction{tc \l1 "Introduction}

SITE DESCRIPTION

The facility is located at 2000 Aluminum Drive near Columbia Falls, Flathead County, Montana. The Site is approximately 2 miles northeast from the center of Columbia Falls.

The total property owned by CFAC is approximately 3,196 acres. However, the footprint of operations and a perimeter buffer zone consists of approximately 1,340 acres bounded by Cedar Creek Reservoir to the north, Teakettle Mountain to the east, Flathead River to the south, and Cedar Creek to the west. The non-industrial areas of the Site have been previously used for recreational purposes such as hunting and fishing. The remainder of the CFAC owned property is located south of Flathead River and was never used for industrial operations.

Buildings and industrial facilities located at the Site currently include offices, warehouses, laboratories, mechanical shops, paste plant, coal tar pitch tanks, pump houses, casting garage, and the potline facility. The Site also includes seven closed landfills, one active landfill, material loading and unloading areas, two closed leachate ponds, and several wastewater percolation ponds. A rectifier yard and switchyard owned by Bonneville Power Administration and a right-of-way for the Burlington Northern Railroad are also within the Site boundaries.

The nearest residences are located adjacent to the southwest Site boundary, approximately 0.80 miles west of historic footprint of Site operations, in a neighborhood referred to as Aluminum City.

According to available resources, the earliest noted developments at the Site were agricultural and residential. Industrial development began in the 1950s, when the Anaconda Copper Mining Company purchased the property in 1951 and built the existing aluminum reduction facility. The industrial ownership timeline for the Site is as follows:

- 1951 to 1978: Anaconda Aluminum Company
- 1978 to 1985: Atlantic Richfield Company
- 1985 to 1999: Montana Aluminum Investor's Corporation
- 1999 to present: Columbia Falls Aluminum Company, LLC

PURPOSE

The purpose of this work assignment/task order is to conduct oversight of the potentially responsible party's (PRP=s) remedial investigation/feasibility study (RI/FS) at Anaconda Aluminum **[Site]** to select a remedy to eliminate, reduce, or control risks to human health and the environment. Specifically, the RI/FS oversight involves the investigation and study of Groundwater, surface water, soils and formally used landfills. This statement of work (SOW) sets forth the framework and requirements for this effort. The goal is to develop the minimum amount of data necessary to support the selection of an approach for site remediation and then to use this data to result in a well-supported Record of Decision (ROD). The estimated completion date for this work assignment is 9/27/16 **[Date- month, day, year]**.

GENERAL REQUIREMENTS

This is a term-form work assignment/task order that requires the contractor to provide oversight of the RI/FS as specified in the settlement agreement issued on November 30, 2015. Successful RI/FS oversight is accomplished by observing and documenting that the PRP has or has not complied with all applicable laws, regulations, and requirements, and has or has not met all performance standards specified in the settlement agreement. Furnish all necessary and appropriate personnel, materials, and services needed for, or incidental to, performing the oversight of the RI/FS in accordance with this SOW.

In conducting the work assignment/task order, EPA expects the contractor to propose the most appropriate and cost-effective procedures and methodologies using accepted engineering practices and controls. Throughout the performance of this work assignment/task order, EPA expects the contractor to be responsible for performing services and providing products at the lowest reasonable cost. If the contractor fails to meet the requirements within the negotiated costs, the government may elect to provide the contractor with additional funds to complete the work assignment without providing any additional fee. If there are changes to the SOW by the government, the government will issue a formal amendment to the SOW and negotiate the cost of the amendment with the contractor to form a new cost estimate.

A summary of the potential major deliverables and proposed schedule for submittals is in Attachment 1. This summary and schedule can be used as the basis for the contractor's proposed deliverables and schedules included in the work plan.

Communicate at least weekly with the Work Assignment Manager (WAM)/Contracting Officer Representative (COR), either in face-to-face meetings or through conference calls. Document all decisions that are made in meetings and conversations with EPA. Forward this documentation to the WAM/COR within five working days of the meeting or conversation.

EPA will provide oversight of contractor activities throughout the RI/FS oversight. EPA review and approval of deliverables is a tool to assist this process and to satisfy, in part, EPA's responsibility to provide effective protection of public health, welfare, and the environment. EPA will review deliverables to assess the likelihood that the RI/FS will achieve its goals and that its performance and operations requirements have been met. Acceptance of deliverables by EPA does not relieve the RI/FS oversight contractor from responsibility for the adequacy of their deliverables or their professional responsibilities.

All travel shall be charged in accordance with the regulations set forth under FAR 31.205-46.

TECHNICAL DIRECTION

Per clause H-23 of the RAC 2 Region 8 contract, Technical Direction, the WAM and the Project Officer are authorized to provide technical direction under this work assignment. Technical Direction will be provided in writing within five (5) calendar days after verbal issuance.

GOVERNMENT PROPERTY

FAR 45.302-1 requires contractors to furnish all facilities required for performing Government contracts. The Government will reimburse reasonable and allocable costs for contractor's use of their property under this contract. The three primary methods of doing so are through payment of appropriate depreciation charges, usage charges and reimbursement of rental costs.

EPAAR 1552.245-73 states that the contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly, through a subcontract, any item of property without written authorization from the Contracting Officer. Requests for such authorization shall be submitted to the Contracting Officer and shall include a statement that the item is required for contract performance and that the request is based on one of the following conditions:

1) meets one of the exceptions outlined in FAR 45.302-1(a)(1-5);
2) qualifies under the terms of EPA's class deviation;
3) provides the basis for an individual FAR deviation; or
4) for material, meets the exceptions at FAR 45.303-1.
The contracting officer will either authorize or reject the request.

RECORD KEEPING REQUIREMENTS

Maintain all technical and financial records for the RI/FS oversight in accordance with the contract. At the completion of the work assignment/task order, submit an official record of the RI/FS oversight in both compact disk and a hardcopy to the WAM/COR. Provide the deliverables using electronic media.

USEPA PRIMARY CONTACTS

The primary contact for this work assignment is Mike Cirian. He can be reached at (406)293-6194, via facsimile at (406)293-5668, or via e-mail at cirian.mike@epa.gov. His mailing address is US EPA Information Center, 108 East 9th St., Libby, MT 59923. The secondary contact is Joe Vranka. He can be reached at (406)457-5039, or via e-mail at Vranka.joe@epa.gov. His mailing address is US EPA Region 8MO, 10 West 15 Street, Helena, MT 59626.

WA COMPLETION DATE AND PROJECT CLOSEOUT

At the completion of the work assignment, perform all necessary project closeout activities as specified in the contract. These activities include closing out any subcontracts, indexing and consolidating project records and files as required above, and providing a technical and financial closeout report to EPA. The goal is to complete all technical activities and closeout activities for this work assignment by 09/27/2016.

RI/FS Oversight Work Planning{tc \l1 "RI/FS Oversight Work Planning}

TASK 1 WORK PLAN{tc \l2 "WORK PLAN}

Prepare and submit a RI/FS oversight work plan that includes a detailed description of implementation activities, performance monitoring, and overall management strategy, including optimization, for the RI/FS oversight.

X Contacting the WAM/COR within five calendar days after receipt of the work assignment/task order to schedule the scoping call within 5 days of receipt of this work assignment. Regional personnel will be available to meet with the contractor 15-20 calendar days after the initial scoping meeting to discuss and clarify any issues the contractor may have regarding this project. Contact the WAM/COR to schedule this meeting at least five working days before the proposed meeting date.

X Preparing and submitting a final RI/FS oversight work plan within 30 calendar days after the scoping meeting. The work plan shall include a detailed description of the technical approach for the RI/FS oversight activities in accordance with the WAF. Specify the necessary procedures, inspections, deliverables, and schedules. Include a comprehensive implementation management schedule for completion of each major activity and submittal.

X Preparing the estimated cost to complete the work assignment/task order, including subcontractor costs, for each element of the SOW; providing a breakdown of the cost by task and subtask levels, in accordance with the contract work breakdown structure (WBS).

X Negotiating and preparing a revised work plan, if the contractor fails to meet the Region=s minimum standards.

X Overall contract management

X Providing conflict of interest disclosure.

SITE-SPECIFIC PLANS{tc \l2 "SITE-SPECIFIC PLANS}

Review all existing site-specific plans and prepare, update, and/or maintain plans, as necessary, for RI/FS oversight implementation in accordance with applicable guidance. Incorporate the plans and procedures received from any subcontractor(s) into the overall site plans. Should the contractor fail to meet the required standards in accordance with the appropriate legal, regulatory, and EPA guidance, prepare revised site-specific plans. (NOTE: In that event, contractor costs associated with the preparation of the revised site-specific plans shall be paid by EPA but shall not bear fee.)

X Sampling and Analysis Plan (SAP) in accordance with 40 CFR 300.415(b)(4)(ii).

X Field Sampling Plan (FSP) in accordance with 40 CFR 300.415(b)(4)(ii).

X Quality Assurance Project Plan (QAPP) in accordance with *EPA Requirements for QA Project Plans* (QA/R-5). Office of Environmental Information. EPA/240/B-01/003, March 2001.

X Site-specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120(l)(1) and (l)(2). NOTE: The PRP HSP may be modified for use if appropriate.

PROJECT INITIATION

Perform project initiation and support that will lead to the selection of a remedy that eliminates, reduces, or controls risks to human health and the environment.

X Developing an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program.

X Developing/reviewing qualifications of the laboratory for the given analytical requirements.

X Procuring, managing, and providing oversight of pool and team subcontracts for analytical services.

X Reviewing background documents when directed by EPA.

X Reviewing PRP Work Plan.

X Preparing Technical Memorandum and schedule for interface of Risk Assessment activities. Addressing data transfer from PRP; schedule contingencies.

PROJECT MANAGEMENT{tc \l2 "PROJECT MANAGEMENT}

Perform activities required to effectively manage the work assignment.

X Monitoring costs and progress.

X Preparing and submitting monthly progress reports that document monthly and cumulative cost, performance status, and technical progress.

X Preparing and submitting monthly invoices in accordance with the level of detail as specified in the contract.

X Manage, track, and report status of site-specific equipment.

X Participating in meetings and preparing and submitting meeting summaries.

X Accommodating any external audit or review mechanism that EPA requires.

X Evaluating existing data, including usability, when directed by EPA.

X Overall Contract Management.

X Reviewing background documents as directed by EPA.

TASK 2 COMMUNITY INVOLVEMENT{tc \l2 "COMMUNITY INVOLVEMENT}

Prepare and implement the Community Involvement Plan (CIP) for the site. Perform community involvement activities in support of EPA throughout the RI/FS oversight in accordance with the *National Oil and Hazardous Substances Pollution Contingency Plan* (NCP, 40 CFR Part 300) and the *Community Relations in Superfund - A Handbook*, (U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0-3C, January 1992). **Community Involvement may incorporate items listed below. Incorporate 3 site visits per year.**

X Conducting community interviews.

X Developing Community Involvement Plan (CIP).

X Providing public meeting and/or open house support.

X Preparing fact sheets, notices and other informational documents.

X Providing support for proposed plan.

X Providing public hearing support.

X Publishing public notices in local newspapers serving the site community.

X Maintaining public information repository.

X Developing and updating site mailing lists.

X Providing administrative and technical support for Responsiveness Summary.

X Preparing presentation materials.

X Implementing other community involvement activities as identified by the site-specific CIP or EPA.

X Providing technical support to review Community Involvement deliverables and participate in public meetings.

TASK 3 FIELD INVESTIGATION/DATA ACQUISITION{tc \l2 "FIELD INVESTIGATION/DATA ACQUISITION}

Provide technical field oversight for the purpose of documenting PRP performance of field work. Maintain and provide to EPA a logbook documenting field oversight.

X Oversight and documentation of PRP field activities.

X Collection of split samples.

X Performance of sampling/screening/testing/assessment.

X Preparation of technical oversight reports.

TASK 4 SAMPLE ANALYSIS{tc \l2 "SAMPLE ANALYSIS}

Analyze split samples taken to document and confirm PRP sampling results and performance. A variety of mechanisms may be used to implement this task including: field screening using mobile facilities or field portable equipment, the Contract Laboratory Program (CLP), laboratories procured under subpool or team subcontracts, the Regional Environmental Services Division (ESD), the Environmental Response Team (ERT) laboratory, or regionally procured laboratories. [NOTE: This task consists exclusively of performing sample analyses and producing analytical data. For cost estimating purposes, there should be no direct labor costs under this task - no hours should be reflected under this task, only dollars.]

TASK 5 ANALYTICAL SUPPORT AND DATA VALIDATION{tc \l2 "ANALYTICAL SUPPORT AND DATA VALIDATION}

Schedule, coordinate, track, and oversee sample analyses and validate analytical data.

X Collecting, preparing, and shipping environmental samples in accordance with the Field Sampling Plan (FSP). The following types of sampling shall be required:
- Field screening
- Ground water sampling
- Surface and subsurface soil sampling
- Surface water and sediment sampling
- Air monitoring and sampling
- Biota sampling
- Other types of media sampling and screening

X Developing data quality objectives (DQO) for each sampling event; these DQOs shall be the determinative factor for assessing the success or failure of the sampling.

X Requesting, obtaining, and performing oversight of analytical services in compliance with EPA requirements.

X Coordinating with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical support, data validation, and quality assurance issues.

X Implementing the EPA-approved laboratory quality assurance program that provides oversight of in-house

and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions.

X Providing sample management including chain of custody procedures, information management, sample retention, and 10-year data storage.

X Performing data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Performing data validation in accordance with Regional guidelines.

X Reviewing data for usability for its intended purpose.

X Providing reports on data validation and usability.

TASK 6 DATA EVALUATION{tc \l2 "DATA EVALUATION}

Compile split sampling data and determine usability of all data collected. Prepare and submit a report summarizing split sample results. Include in the report a discussion of analytical results, a comparison of PRP sampling data with the split samples analyzed by EPA, and a discussion of any discrepancies.

TASK 7 RISK ASSESSMENT{tc \l2 "RISK ASSESSMENT}

Conduct baseline human health and ecological risk assessments. The objective of these assessments is to characterize and quantify, where appropriate, the current and potential human health and environmental risks that would prevail if no further remedial action is taken.

Risk Assessment must be done in accordance with applicable Agency guidance, directives and procedures.

TASK 8 TREATABILITY STUDY/PILOT TESTING{tc \l2 "TREATABILITY STUDY/PILOT TESTING}

Provide technical oversight of PRP Treatability Study/Pilot Testing.

X Reviewing PRP work plan for Treatability Study/Pilot Test.

X Split Sampling.

X Oversight of Treatability Study/Pilot Test activities.

X Preparation of Technical Memorandum.

TASK 9 REMEDIAL INVESTIGATION REPORT{tc \l2 "REMEDIAL INVESTIGATION REPORT}

Review the PRP=s Remedial Investigation (RI) report. Perform a technical review to ensure that the report accurately establishes the site characteristics such as media contaminated, extent of contamination, and the physical boundaries of the contamination. Identify data gaps that are important for the Human Health and Ecological Risk Assessments and the Feasibility Study. Provide comments in the form of a technical memorandum within _28_ days of receipt of the PRP's document.

TASK 10 REMEDIAL ALTERNATIVES SCREENING{tc \l2 "REMEDIAL ALTERNATIVES SCREENING}

Review the PRP identification and screening of technologies and alternatives for technical adequacy. This review shall include the identification of technologies considered feasible but not addressed by the PRP. Review and comment whether the PRPs have followed screening procedures outlined in the NCP, 40 CFR part 300 and applicable Agency guidance, procedures and directives.

TASK 11 REMEDIAL ALTERNATIVES EVALUATION{tc \l2 "REMEDIAL ALTERNATIVES EVALUATION}

Review the PRP evaluation of remedial alternatives. Comment whether the PRPs have followed evaluation procedures as outlined in the National Contingency Plan (NCP), 40 CFR Part 300 and the Guidance for Conducting RI/FS under CERCLA (OSWER Directive 9355.3-01). Provide a technical review of the PRP evaluation.

TASK 12 FEASIBILITY STUDY REPORT{tc \l2 "FEASIBILITY STUDY REPORT}

Review the PRP's Feasibility Study (FS) report to ensure the report is consist with requirements of NCP, settlement agreement, and ARARs, and contains the following components:

X Feasibility Study Objectives.

X Remedial Objective.

X General Response Action.

X Screened Remedial Technologies.

X Remedial Alternatives.

X Detail Analysis of Remedial Alternatives.

X Summary and Conclusions.

Provide comment(s) in the form of a technical memorandum within _28_ days of receipt of the PRP's feasibility study report.

TASK 13 POST RI/FS SUPPORT{tc \l2 "POST RI/FS SUPPORT}

Provide support required for preparation of the ROD for the site. The final recommendation contained in the ROD shall represent the opinion and recommendation of EPA not that of the contractor.

X Attending technical meetings, public meetings, briefings, public hearings.

X Providing technical assistance in the preparation of the Record of Decision (ROD).

X Reviewing PRP Feasibility Study (FS) Addendum.

X Providing technical assistance in the preparation of the Responsiveness Summary.

TASK 14 ADMINISTRATIVE RECORD{tc \l2 "ADMINISTRATIVE RECORD}

Produce the Administrative Record.

X Attending meetings with EPA WAM/COR, Site Attorney, and Administrative Record Coordinator.

X Providing assistance in compiling documents comprising of the Administrative Record File in accordance with EPA Regional guidance or other procedures as specified.

X Preparing Draft Administrative Record Index in accordance with EPA Regional guidance or other procedures as specified.

X Preparing Administrative Record Index.

X Coordinating duplication of Administrative Record.

X Assembling Administrative Record and Index.

TASK 15 CLOSE-OUT:

15.1 The Contracting Officer will notify contractor though a WAF that the activities required for this work assignment are complete. Following notification, the contractor shall provide an estimate of final costs to the Project Officer. Estimate should include the following: amount of funding allocated to the work assignment, approved budget, all costs that have been incurred as of date, all costs incurred but not invoiced, anticipated costs to close-out work assignment such as copying and other anticipated costs, final total costs of work assignment as projected by contractor. The Project Officer, following review and determination as acceptable, will then forward a work assignment amendment to the Contracting Officer. The Contracting Officer will then, via issuance of a work assignment amendment, notify the contractor to continue with closeout activities.

15.2 The contractor shall provide an index of all documents/deliverable relating to the work assignment to the WAM (Project Officer) for a duplication check. Following a review of the index the WAM (PO) will notify the contractor if any items need to be duplicated and forwarded to the WAM. All deliverables are to be sent both hard copy and electronically in the format requested by the WAM (i.e., PDF). Contractor is to return any documents back to EPA or other document repositories if applicable. The contractor shall proceed with administrative activities as defined in the contract for file retention, which include file archiving to meet Federal Records Center requirements, distribution and storage.

15.3 The contractor shall prepare and submit an accounting of costs and LOE by subtask and compare it to the projected budget, to be provided with the final invoice submission for review by the Project Officer.

Attachment 1 - Summary of Major Submittals for the RI/FS Oversight{tc \l1 "Attachment 1 - Summary of Major Submittals for the RI/FS Oversight} at the Anaconda Aluminum (Site)

DELIVERABLE	NO. OF COPIES	DUE DATE (calendar days)
RI/FS Oversight Work Plan	3	30 days after initiation of work assignment (WA)
Monthly Progress Reports	3	Monthly and as required in the contract
Site Management Plan (SMP)	3	NA
Health and Safety Plan (HASP)	3	14 days after approval of RI/FS oversight work plan
Sampling & Analysis Plan (SAP)	3	28 days after approval of RI/FS oversight work plan
Quality Assurance Project Plan (QAPP)	3	28 days after approval of RI/FS oversight work plan
Field Sampling Plan (FSP)	3	NA
Comments on PRP's Health and Safety Plan	3	[14] days after receipt of PRP=s document
Comments on PRP's Quality Assurance Project Plan and revisions	3	[14] days after receipt of PRP=s document
Comments on PRP=s Field Sampling Plan	3	[14] days after receipt of PRP=s document
Fact Sheets	3	As needed
Public Meeting Support Materials	TBD	One week prior to scheduled meeting
Field Reports	3	3 days after every (time period, i.e, week) of field activities
Field Investigation Summary Report	3	[14] days after receipt of the end of all field investigations
Data Evaluation Report	3	[30] days after receipt of analytical results from laboratory
Comments on PRP=s Human Health Risk Assessment Report	3	[21] days after receipt of PRP=s document
Comments on PRP=s Ecological Risk Assessment Report	3	[21] days after receipt of PRP=s document
Comments on PRP=s Treatability Study Work Plan	3	[21] days after receipt of PRP=s document
Field Oversight Reports	3	[5] days after each 2 week period
Comments on PRP=s Treatability Study Evaluation Report	3	[14] days after receipt of PRP=s document
Comments on PRP=s Remedial Investigation Report	3	[21] days after receipt of PRP=s document

DELIVERABLE	NO. OF COPIES	DUE DATE (calendar days)
Comments on PRP=s Remedial Alternative Technical Memorandum	3	[14] days after receipt of PRP=s document
Comments on PRP=s Remedial Alternatives Evaluation	3	[30] days after receipt of PRP=s document
Comments on PRP=s Feasibiulity Study Report		[14] days after receipt of PRP=s document
Work Assignment/Task Order Closeout Report	3	30 days after final RI/FS report submitted
Final Costs	3	90 days after work assignment/task order closeout